

BEFORE SUBMITTING YOUR BID

- 1. Use pen and ink to complete the Bid.**
- 2. Have you signed and completed the Contract Agreement, Offer & Award Forms?**
- 3. As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.**
- 4. Have you included prices for all Bid Items? (“Zero is not considered a bid price.”)**
- 5. Have you included a bid guarantee? Acceptable forms are:**
 - A. Bid Bond on the Department’s prescribed form for 5% of the Bid Amount. (Or forms that do not contain any significant variations from the Department’s forms as solely determined by the Department.)**
 - B. Official Bank Check, Cashier’s Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors.**
- 6. If the written Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building in Winthrop. Other means, such as U.S. Postal Services’ Express Mail has proven not to be reliable.**

AND FOR FEDERAL AID PROJECTS

- 7. Have you included your DBE Utilization commitment in the proper amounts and signed the DBE Certification?**

If you need further information regarding Bid preparation, call the DOT Contracts Section at (207)624-3430.

For complete specifications regarding bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, Revision December 2002.

NOTICE

The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain a planholders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes at the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request. Please provide us an email address, so we can maintain the planholders list that both the industry and MDOT uses.

Additionally, the new Acknowledgement of Bid Amendment form will be placed in MDOT bid packages beginning with the 2/12/03 advertisements. After that date, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Rebecca Pooler at rebecca.pooler@maine.gov.

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
Bid Guaranty-Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS THAT_____

_____, of the City/Town of _____ and State of _____

as Principal, and _____ as Surety, a

Corporation duly organized under the laws of the State of _____ and having a usual place of

Business in _____ and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of _____ for payment which Principal and Surety bind

themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of

Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a

part herein, to enter into a written contract for the construction of _____

_____ and if the Department shall accept said bid

and the Principal shall execute and deliver a contract in the form attached hereto (properly

completed in accordance with said bid) and shall furnish bonds for this faithful performance of

said contract, and for the payment of all persons performing labor or furnishing material in

connection therewith, and shall in all other respects perform the agreement created by the

acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full

force, and effect.

Signed and sealed this _____ day of _____ 20_____

WITNESS:

WITNESS

PRINCIPAL:

By _____

By: _____

By: _____

SURETY:

By _____

By: _____

Name of Local Agency: _____

NOTICE

For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

This should not be much of a change for those of you who use Federal Express or similar services.

Hand-carried Bids may be in one envelope as before, and should be marked with the following information:

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

INSTRUCTIONS FOR PREPARING THE CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

The Contractor Shall:

1. Submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan to the Contract's Engineer by 4:30 P.M. on the Bid day.
2. Extend equal opportunity to MDOT certified DBE firms (as listed in MDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

Insert Contractor name, the name of the person(s) preparing the form, and that person(s) telephone and fax number.

Provide total Bid price, Federal Project Identification Number, and location of the Project work.

In the columns, name each DBE firm to be used, provide the Unit or Item cost of the Work/Product to be provided by the DBE firm, give a brief description of the Work, and the dollar value of the Work.

If no DBE firm is to be utilized, the Contractor must document the reason(s) why no DBE firms are being used. Specific supporting evidence of good faith efforts taken by Contractors to solicit DBE Bidders must be attached. This evidence, as a minimum, includes phone logs, e-mail and/or mail DBE solicitation records, and the documented results of these solicitations.

NOTICE

The Department has revised the Disadvantaged Business Enterprise Proposed Utilization form and the procedure that has been used for the past several months for Contractors to submit the form.

The Apparent Low Bidder now must submit the form by close of Business (4:30 P.M.) on Bid day.

The new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form contains additional information that is required by USDOT.

The Disadvantaged Business Enterprise Proposed Utilization Plan form will no longer be used. The new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form must be used.

A copy of the new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan and instructions for completing it are attached.

Note: Questions about DBE firms, or to obtain a printed copy of the DBE Directory, contact Equal Opportunity at (207) 624-3066.

MDOT's DBE Directory of Certified firms can also be obtained at http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm

NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required.

REQUEST FOR INFORMATION

Response By: _____ Date: _____

CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE PROPOSED UTILIZATION PLAN

Low Bidder shall furnish completed form to Contracts Section by 4:30 P.M. on Bid Opening day.

TO: MDOT Contracts Section
16 State House Station,
Augusta, Me 04333-0016
or
Fax: 207-624-3431

Contractor: _____

Prepared by: _____

Telephone: _____ Fax: _____

BID PRICE: \$ _____ FEDERAL PROJECT # _____ LOCATION: _____

TOTAL DBE PARTICIPATION AS A PERCENT OF TOTAL BID PRICE = _____ %

DBE Firm*	Unit/Item Cost	Unit #	Description of work & Item Number	Actual \$ Value
Total >				

If no DBE firm(s) are used, bidder must document efforts made to secure DBE participation and attach supporting evidence of this effort:

_____.

Examples: Bidder relies wholly upon low quote subcontractor section, DBE firm(s) were not low quote.
No DBE firms bid.

*Only DBE firms certified by MDOT prior to bidding can be utilized by Contractor for DBE credit.
Directory of certified DBEs is available on MDOT's website: www.state.me.us/mdot

Equal Opportunity Use:

Plan received ____/____/____ Verified by: _____ Action: _____



Office of Human Resources

Equal Opportunity

MAINE DEPARTMENT OF TRANSPORTATION

Certified Disadvantaged and Women Business Enterprise

DBE DIRECTORY - MINORITY OWNED

WBE DIRECTORY - WOMEN OWNED

WEBSITE FOR DIRECTORY CAN BE FOUND AT:

http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm

It is the responsibility of the Contractor to access the DBE Directory at this site in order to have the most current listings.

STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for Interstate Lighting in the city of Augusta" will be received from contractors at the Reception Desk, Temporary Transportation Building in Winthrop, Maine, until 11:00 o'clock A.M. (prevailing time) on April 16, 2003, and at that time and place publicly opened and read. Bids will be accepted only from contractors prequalified by the Department of Transportation for Highway Lighting projects. All other Bids will be rejected. MDOT is currently transitioning to provide for the option of electronic bidding. We now accept electronic bids for those bid packages posted on our electronic bid website. Electronic bids do not have to be accompanied by paper bids. However, during this transition, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence. For those who chose to submit a paper bid alone, nothing has changed.

Description: Maine Federal Aid Project No. IM-1081(600)E, PIN. 10816.00

Location: In Kennebec County, project is located at Exit 31 (Civic Center Drive) in Augusta.

Outline of Work: Lighting, wiring, foundations and other incidental work.

The basis of award will be Section 0001.

For general information regarding Bidding and Contracting procedures, contact Bruce Carter at (207)624-3430. Our webpage at <http://www.state.me.us/mdot/project/design/homepg.htm> contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to Project Manager Jim Mansir at (207)624-3621. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at (207)287-3392.

Plans, specifications and bid forms may be seen at the Maine Department of Transportation, Temporary Transportation Building in Winthrop, Maine and at the Department of Transportation's Division IV Office in Fairfield. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207)624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Full size plans \$12.00 (\$16.00 by mail). Half size plans \$6.00 (\$9.00 by mail), Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

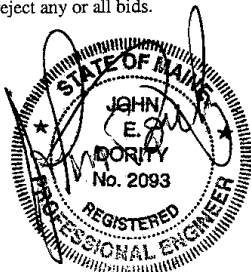
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$5,000.00 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail] as updated through the advertisement date for this project. Standard Detail updates can be found at <http://www.state.me.us/mdot/project/design/homepg.htm>

The right is hereby reserved to the MDOT to reject any or all bids.

Winthrop, Maine
April 2, 2003



JOHN E. DORITY
CHIEF ENGINEER

**ACKNOWLEDGMENT OF BID AMENDMENTS
&
SUBMISSION OF BID BOND VALIDATION NUMBER (IF APPLICABLE)**

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.state.me.us/mdot/project/design/schedule.htm>. It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, and to incorporate them into their Bid Package. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package. Failure to acknowledge receipt of all Amendments to the Bid Package will be considered a Non-curable Bid Defect in accordance with Section 102.11.1 of the Standard Specifications, Revision of December 2002.

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

Bid Bond Validation Number _____
(Applicable to annual bid bonds or electronic bid bonds.)

MAINE DEPARTMENT OF TRANSPORTATION

BID

DATE OF OPENING :

CALL ORDER :

CONTRACT ID : 010816.00

PROJECTS

IM-1081 (600) E

COUNTY : KENNEBEC

SCHEDULE OF ITEMS

DATE: 030326

REVISED:

CONTRACT ID: 010816.00

PROJECT(S): IM-1081(600)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 LIGHTING ITEMS						
0010	626.11 PRECAST CONCRETE JUNCTION BOX	6.000 EA				
0020	626.21 METALLIC CONDUIT	500.000 LF				
0030	626.23 PREWIRED CONDUIT SECONDARY WIRING	8465.000 LF				
0040	626.25 UNDER PAVEMENT DUCT	520.000 LF				
0050	626.33 30 INCH FOUNDATION	23.000 EA				
0060	626.36 REMOVE OR MODIFY CONCRETE FOUNDATION	9.000 EA				
0070	634.16 HIGHWAY LIGHTING	LUMP	LUMP			
0080	634.21 CONVENTIONAL LIGHT STANDARD	23.000 EA				
0090	652.30 FLASHING ARROW BOARD	2.000 EA				
0100	652.33 DRUM	150.000 EA				

SCHEDULE OF ITEMS

DATE: 030326

REVISED:

CONTRACT ID: 010816.00

PROJECT(S): IM-1081(600)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	652.34 CONE	50.000				
		EA				
0120	652.35 CONSTRUCTION SIGNS	166.000				
		SF				
0130	652.361 MAINTENANCE OF TRAFFIC CONTROL DEVICES	LUMP	LUMP			
0140	652.38 FLAGGER	160.000				
		HR				
0150	659.10 MOBILIZATION	LUMP	LUMP			
	SECTION 0001 TOTAL					
	TOTAL BID					

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at 1705 U.S. Route 202, Winthrop, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and (Name of the firm bidding the job) a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at (address of the firm bidding the job)

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. 1224.00, for the Hot Mix Asphalt Overlay in the town/city of West Eastport, County of Washington, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before November 15, 2003. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents)
\$ (repeat bid here in numerical terms, such as \$102.10) Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN 1234.00 West Eastport, Hot Mix Asphalt Overlay

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

Date

(Witness Sign Here)
Witness

CONTRACTOR

(Sign Here)
(Signature of Legally Authorized Representative
of the Contractor)

(Print Name Here)
(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

(Witness)

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at 1705 U.S. Route 202, Winthrop, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and _____
a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **PIN No. 10816.00** for **Interstate Lighting** in the city of **Augusta**, County of **Kennebec**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 1, 2003**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

\$_____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN 10816.00 - Interstate Lighting - in the city of Augusta,

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at 1705 U.S. Route 202, Winthrop, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and _____
a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

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The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 1, 2003**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

\$_____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN 10816.00 - Interstate Lighting - in the city of Augusta,

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **and the State of** _____, as principal,
and _____,
a corporation duly organized under the laws of the State of _____ and having a
usual place of business _____,
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum
of _____ **and 00/100 Dollars (\$** _____ **)**,
to be paid said Treasurer of the State of Maine or his successors in office, for which
payment well and truly to be made, Principal and Surety bind themselves, their heirs,
executors and administrators, successors and assigns, jointly and severally by these
presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of _____
promptly and faithfully performs the Contract, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State
of Maine.

Signed and sealed this _____ day of _____, 20_____.

WITNESSES:

Signature.....
Print Name Legibly

Signature

Print Name Legibly

SURETY ADDRESS:

.....
.....
.....

TELEPHONE.....

SIGNATURES:

CONTRACTOR:

.....
Print Name Legibly

SURETY:

.....
Print Name Legibly

NAME OF LOCAL AGENCY:

ADDRESS

.....
.....

.....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **and the State of** _____, as principal,
and _____
a corporation duly organized under the laws of the State of _____ and having a
usual place of business in _____,
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use
and benefit of claimants as herein below defined, in the sum of
_____ **and 00/100 Dollars (\$** _____ **)**
for the payment whereof Principal and Surety bind themselves, their heirs, executors and
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of
_____ promptly satisfies all claims and demands incurred for all
labor and material, used or required by him in connection with the work contemplated by
said Contract, and fully reimburses the obligee for all outlay and expense which the
obligee may incur in making good any default of said Principal, then this obligation shall
be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a
Subcontractor of the Principal for labor, material or both, used or reasonably required for
use in the performance of the contract.

Signed and sealed this _____ day of _____, 20 .. .

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

Print Name Legibly

SURETY:

Signature.....

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

ADDRESS

TELEPHONE

GENERAL DECISION ME020009 12/20/02 ME9
General Decision Number ME020009

Superseded General Decision No. ME010009

State: Maine

Construction Type:
HIGHWAY

County(ies):

AROOSTOOK	KNOX	SAGADAHOC
FRANKLIN	LINCOLN	SOMERSET
HANCOCK	OXFORD	WALDO
KENNEBEC	PISCATAQUIS	YORK

HIGHWAY CONSTRUCTION PROJECTS excluding major bridging (for example: bascule, suspension and spandrel arch bridges; those bridging waters presently navigating or to be navigatable; and those involving marine construction in any degree); tunnels, building structures in rest area projects and railroad construction.

Modification Number	Publication Date
0	03/01/2002
1	12/20/2002

COUNTY(ies):

AROOSTOOK	KNOX	SAGADAHOC
FRANKLIN	LINCOLN	SOMERSET
HANCOCK	OXFORD	WALDO
KENNEBEC	PISCATAQUIS	YORK

* ENGI0004V 04/01/2002

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
Pavers	16.11	5.50
Rollers	16.11	5.50

SUME4024A 10/24/2000		
	Rates	Fringes
CARPENTERS	11.60	1.51
IRONWORKERS		
Structural	12.03	1.58
LABORERS		
Drillers	10.00	2.50
Flaggers	6.00	
Guardrail Installers	7.92	
Landscape	7.87	.16
Line Stripper	8.69	.23
Pipelayers	9.21	2.31
Rakers	9.00	1.51
Sign Erectors	10.00	
Unskilled	8.66	1.38
Wheelman	8.50	.43
POWER EQUIPMENT OPERATORS		
Backhoes	11.87	2.05
Bulldozers	12.33	2.88
Cranes	14.06	1.75

Excavators	12.38	2.48
Graders	13.06	3.73
Loaders	11.41	2.87
Mechanics	13.18	2.57

TRUCK DRIVERS

Dump	9.35	3.10
Tri axle	8.70	1.18
Two axle	8.56	2.19

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U. S. Department of Labor
 200 Constitution Avenue, N. W.
 Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N. W.

Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

01556

Town: Augusta
Project: IM-1081(600)E
PIN: 10816.00
Date: March 20, 2003

**SPECIAL PROVISIONS
SECTION 104
Utilities**

MEETING

A Pre-construction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications December 2002 is required.

GENERAL INFORMATION

These Special Provisions outline the arrangements that have been made by the Department for utility work to be undertaken in conjunction with this project. The following list identifies all known utilities having facilities presently located within the limits of this project:

Overview:

Utility	Contact	Aerial	Underground
Verizon	Marie Samson 139 State St. Augusta, ME 04330 Tel. 626-2003	✓	✓
Central Maine Power Co.	Dennis Chadbourne 162 Canco Road Portland, ME 04103 Tel. 828-2860	✓	
Adelphia Communications Corp.	Dennis Wight 83 Anthony Ave. Augusta, ME 04330 Tel. 623-3685	✓	
Augusta Sanitary District	Mr. Dale Glidden, Superintendent RR #2 Box 7 Augusta, ME 04330 Tel. 622-6184		✓
Augusta Water District	Mr. Scott Minor, General Manager P.O. Box 436 Augusta, ME 04332-0506 Tel. 622-3701		✓

Mid-Maine Telecom	Mr. John Jones 44 Broadway Bangor, ME 04401-5202 Tel. 992-9930		✓
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There are no permanent utility adjustments anticipated.

Unless otherwise specified, any underground utility facilities shown on the project plans represent approximate locations gathered from available information. The Department cannot certify the level of accuracy of this data. Underground facilities indicated on the plans have been collected from historical records and/or on-site designations provided by the respective utility companies.

Utilities have been notified and will be furnished a project specification book. If relocation of any buried or aerial conductors becomes necessary, though unexpected, the utilities shall be provided sufficient time to design a new system, order materials, and perform the required relocation prior to the Contractor's completion of work.

SAFE PRACTICES AROUND UTILITY FACILITIES

The Contractor shall be responsible for complying with M.R.S.A. Title 35-A, Chapter 7-A Sections 751 – 761 Overhead High-Voltage Line Safety Act. Prior to commencing any work that may come within ten (10) feet of any aerial electrical line, the Contractor shall notify the aerial utilities as per Section 757 of the above act.

THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGLY

SPECIAL PROVISION
SECTION 105
(Access to the Work from I-95)

The Contractor will be allowed access to the work in the direction of traffic utilizing existing interchanges.

The Contractor is authorized to use the existing median crossovers within and/or adjacent to the limits of work for the purpose of hauling construction materials and equipment to the work areas. A flagger will be required whenever construction vehicles are using a median crossover.

Authorization is granted for the use of median crossovers without requiring individual permits for Contractor owned or hired construction equipment involved in the contract work provided that the crossover, is properly signed and/or controlled by a flagger(s) as required by this contract, and that each operator, prior to using the crossover, is instructed in the proper use of that crossover.

Individual crossover permits for use of median crossovers by drivers of personal vehicles shall be limited to those people involved in the supervision of the work and those people whose duties require that they use a crossover to access their work station.

The Contractor shall inform all personnel on this project that they are not authorized to stop traffic. The flaggers are authorized only to control the passage of the Contractor's equipment. The Contractor shall be responsible for periodically informing their employees as to the proper use of crossovers.

SPECIAL PROVISION
SECTION 105
GENERAL SCOPE OF WORK

When work is scheduled during the hours of dusk or darkness, the Contractor shall provide and maintain lighting on all equipment.

The lighting facilities shall be capable of providing light of sufficient intensity (20 footcandles Min.) to permit good workmanship safety and proper inspection at all times. The lighting shall be cut off and arranged on stanchions at a height that will provide perimeter lighting for each piece of equipment and will not interfere with traffic approaching the work site from either direction.

The Contractor shall have available portable floodlights for special areas.

The Contractor shall utilize padding, shielding, or other insulation of mechanical and electrical equipment, if necessary, to minimize noise and shall provide sufficient fuel, spare lamps, generators, etc. to maintain lighting of the work site.

The Contractor shall submit a lighting plan at the Preconstruction Conference showing the type and location of lights to be used for night work. The Resident may require modifications be made to the lighting set-up in actual field conditions.

The Contractor shall provide a full-time person to continually monitor traffic control devices to ensure proper installation and working order. Payment will be made under Section 652 – Maintenance of Traffic Control Devices.

The Contractor shall furnish approved sign reading, "Construction Vehicle – Do Not Follow," to be used on trucks hauling to the project when such signs are deemed necessary by the Resident. The signs shall be a minimum of 750mm (30 inches) by 1500mm (60 inches), Black and Orange, Type III FP-85.

All vehicles used on the project shall be equipped with amber flashing lights, visible from both front and rear, or by means of single, approved type, revolving, flashing or strobe lights mounted so as to be visible 350 degrees. The vehicle flashing system shall be in continuous operation while the vehicle is on any part of the project.

Payment for lighting, vehicle mounted signs and other costs accrued as a result of night work will not be made directly but will be considered incidental to the related contract items.

Augusta
1081(600)E
Mar.25,2003

SPECIAL PROVISION
SECTION 107
TIME

The specified contract completion date is November 1, 2003.

Augusta
IM-1081 (600) E
March 24, 2003

SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE
(QC/QA Acceptance Methods)

CLASS OF CONCRETE	ITEM NUMBER	DESCRIPTION	P	METHOD
LP	626.31	18 Inch Foundation	-	B
LP	626.32	24 Inch Foundation	-	B
LP	626.33	30 Inch Foundation	-	B

Augusta
IM-1081 (600) E
March 24, 2003

SUPPLEMENTAL SPECIFICATION
SECTION 626
Foundations

626.034 Concrete Foundations

Pre-cast Foundations shall not be permitted.

SUPPLEMENTAL SPECIFICATION

SECTION 626

FOUNDATIONS, CONDUIT, AND JUNCTION BOXES FOR
HIGHWAY SIGNING, LIGHTING AND SIGNALS

ADD the following paragraph to Subsection 626.032:

626.03 METALLIC CONDUIT INSTALLATION

Where noted on the Contract Drawings, Under Pavement Ducts shall be provided to facilitate conduit crossing of the existing highway without disruption to the existing highway pavement surface. Under pavement Ducts shall consist of Metallic Conduit to be hydraulically jacked below the highway at a depth of not less than 900 mm (36 inches). Under Pavement Duct shall extend for a distance of 3 meters (10 feet) beyond the highway edge at each side.

ADD the following paragraph to Subsection 626.034

626.034 CONCRETE FOUNDATIONS

Pre-cast Foundations shall not be permitted.

ADD the following paragraph to Subsection 626.05:

626.04 BASIS OF PAYMENT

Payment will be made for the total number of meters (linear feet) of Under Pavement Duct actually furnished, installed, and accepted at the Contract price per meter (linear foot). This price shall include the cost of: furnishing and installing the conduit; excavating; furnishing special backfilling materials, pull wire, fittings, groundings and bonding; test cleaning interiors of conduits and all materials, labor, equipment and incidentals necessary to complete the work.

<u>Pay Item</u>	<u>Pay Unit</u>
626.25 Under Pavement Duct	meter (Linear Foot)

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

Approaches. Approach signing for the work on the Interstate shall include the following signs shown on the Standard Maintenance of Traffic in Construction Zones for "Project Approach Signing-Expressway".

Road Work Ahead
Road Work 500 Feet
Road Work ___ Next Mile
End Road Work

Work Areas Interstate. At the work sites, signs, flashing arrow boards and channelizing devices as shown on the Standard Maintenance of Traffic in Construction Zones shall be used as directed by the Resident.

Signs include:

Road Construction 1 Mile
Right or Left Lane Closed 1/2 Mile with 55 MPH Advisory Speed Plate
Do Not Pass (In Closure array and one per mile)
Lane Ends Merge Right or Left
Right or Left Lane Ends
W 4-2 (|) right or left
Advisory Speed Limit Plates for 45 MPH (spaced one per mile)
Resume Speed
Single Lane Ahead (At on-ramp in right lane closure)
Directional Arrows (At on-ramp in right lane closure)
Work Area Ahead
Bump
Exit
Pass With Care

The above lists of Approach signs and Work Area signs are representative of the contract requirements. Other sign legends may be required.

General Requirements-Interstate. There shall be no diverting of traffic between northbound and southbound lanes.

The Contractor shall provide a minimum traveled way width of 4.5 m [15 feet] through an expressway lane closure.

Temporary daily lane closures shall be as approved by the Resident.

To the greatest extent possible, all construction work shall be confined to the shoulder closures

Slow moving construction equipment may travel the closed lane for short distances.

All trucking shall be done in the lane open to traffic.

No equipment or vehicles of the Contractor, his Subcontractor or employees engaged in work on this contract, shall be parked or stopped on lanes carrying traffic, or on lanes or shoulders adjacent to lanes carrying traffic, at any time.

When the Contractor is not working on a section restricted to one lane traffic for extended periods of time and at days end, all signing shall be removed and traffic shall be allowed to use the full roadway.

The Contractor shall keep all paved areas of the roadway as clear as possible at all times. The Contractor's men and equipment shall avoid crossing traffic lanes whenever possible.

Road work ahead signs shall be used when the Contractor is working on or near an on-ramp or when the on-ramp enters a lane closure area.

Channelization. Channelization devices shall include the following:

- Flashing Arrow Boards
- Drums
- Cones

Channelization devices shall be installed and maintained at the spacing determined by the MUTCD to delineate travel lanes through the project.

Drums when directed by the Resident, shall be placed in the closed lane at a maximum spacing of 2 x speed limit.

Roadside Recovery Area. The Contractor shall not store material nor park equipment within 6 m [20 feet] of the edge of the established travel lanes.

Equipment parked overnight within 9 m [30 feet] of the edge of the travel lane shall be clearly marked by channelizing devices or other reflective devices.

Vehicles shall not be parked in the median, except at crossovers. Crossovers shall not be blocked from the normal use of maintenance or State Police Forces.

Speed Limits in Work Zones. The Contractor shall sign all approved reduced speed limits on construction project according to APM #431 - A Policy on the Establishment of Speed Limits in Work Zones.

SPECIAL PROVISION
SECTION 656
Temporary Soil Erosion and Water Pollution Control

Standard Specifications, Section 656 is deleted and replaced by this Special Provision. The following information and requirements apply specifically to this Project.

- 1) If the Work includes the handling or storage of petroleum products or Hazardous Materials including the on site fueling of Equipment, the Resident must be provided with a Spill Prevention Control and Countermeasure Plan (SPCCP) plan for his/her approval. At a minimum, the SPCCP shall include:
 - a) The name and emergency response numbers (telephone number, cellular phone and pager numbers, if applicable) of the Contractor's representative responsible for spill prevention;
 - b) General description and location of (1) handling, transfer, storage, and containment facilities of such products or Materials ("activities and facilities") and (2) potential receptors of such products or Materials including oceans, lakes, ponds, rivers, streams, wetlands, and sand and gravel aquifers ("sensitive resources") including the distances between said activities and facilities and said sensitive resources;
 - c) Description of preventative measures to be used to minimize the possibility of a spill including Equipment and/or Materials to be used to prevent discharges including absorbent Materials,
 - d) A contingency response plan to be implemented if a spill should occur including a list of emergency phone/pager numbers including the Contractor's representative, MDEP Spill Response, the Resident, and local police and fire authorities. For a related provision, see *Standard Specification, Section 105.2.2 - Project Specific Emergency Planning.*
- 2) The following information and requirements will constitute the Soil Erosion and Water Pollution Control Plan for this Project. The soil erosion and water pollution control measures associated with this work are as follows:
 - a) All work shall be done in accordance with the latest revision of the Maine Department of Transportation Best Management Practices for Erosion and Sediment Control (a.k.a. Best Management Practices manual or BMP Manual) The "Table of Contents" of the latest version is dated "1/19/00" (available at <http://www.state.me.us/mdot/mainhtml/bmp/bmpjan2000.pdf>.)
 - b) The on-site person responsible for implementation of this plan, shall be the Contractor's Superintendent or other supervisory employee (the "Environmental Coordinator") with the authority to immediately remedy any deficient controls and shall provide the Resident with their numbers (telephone number, cellular phone and pager numbers, if applicable) where the Environmental Coordinator can be reached 24 hours a day.

SPECIAL PROVISION
SECTION 656
Temporary Soil Erosion and Water Pollution Control

- c) All areas where soil is disturbed shall be permanently mulched on a daily basis and seeded on a weekly basis (if seeded by hand, it shall be done on a daily basis). All previously mulched areas shall be maintained and re-mulched on a daily basis if bare areas develop until an acceptable growth of grass has been obtained.
- d) Augured earth materials shall be disposed of in accordance with all federal, state, and local laws and regulations. If the materials will be stockpiled on-site they shall be contained on-site to prevent sediments from entering any drainage system or from washing into a protected water body or resource.
- e) If the earth materials will be reused on-site, they shall be mulched at the end of each working day, and seeded in accordance with *Standard Specification, Section 618 - Seeding*, unless the contract states otherwise. The materials shall be contained, as necessary, to prevent sediments from entering any drainage system or from washing into a protected water body or resource.
- f) The Environmental Coordinator must inspect and maintain daily all erosion and sediment controls for the duration of the project.
- g) Any costs related to this plan shall be considered incidental to the contract.
- h) If the Project Resident directs activity that involves soil disturbance beyond the auguring activity or that involves In-stream Work, all permits shall be obtained by the DOT, the Standard Specification 656 shall be re-instituted, and a full SEWPCP will be required and paid for as Extra Work, prior to the start of the new activity.

Permits & Cultural Resources Unit

PIN #: 10816.00

Location: Augusta

Permit Member: J. Nichols

Photographs ☐

Database/Projex ☒

Package to ENV Coordinator: 3/27/03

☒ HISTORIC AND CULTURAL RESOURCES

MHPC Historic Resources

N/A ☒

Applicable ☒

Approved ☒

MHPC Archeological Resources

N/A ☒

Applicable ☒

Approved ☒

Tribal

N/A ☒

Applicable ☐

Approved ☐

☒ 4(f) and 6(f)

Section 4(f)

N/A ☒

Applicable ☐

Approved ☐

LAWCON 6(f)

N/A ☒

Applicable ☐

Approved ☐

☒ Maine Department of Environmental Protection (MDEP) Site Location of Development

N/A ☒

Applicable ☐

Approved ☐

☒ Local Zoning, Title 30-A, Section 4325-6.

Is the project something other than the highway and bridge system, such as a maintenance lot, building/parking facility? Yes

☐ No ☒ If no, the project is exempt.

If yes, continue. Does the town in which the project is located have a comprehensive plan consistent with the Growth Management Program? Yes ☐ No ☒ If no, the project is exempt.

If yes, local zoning ordinances and/or permits are needed.

Approved ☐

☒ Maine Department of Inland Fisheries and Wildlife (MDIFW) Essential Habitat

Eagle Nest

N/A ☒

Applicable ☐

Approved ☐

Piping Plover

N/A ☒

Applicable ☐

Approved ☐

Roseate Tern

N/A ☒

Applicable ☐

Approved ☐

☒ Maine Department of Conservation/ Public Lands, Submerged Land Lease

N/A ☒

Applicable ☐

☒ Land Use Regulation Commission (LURC) ☒ Not Applicable

No permit ☐

Notice ☐

Approved ☐

Permit ☐

Approved ☐

☒ Maine Department of Environmental Protection (MDEP), Natural Resource Protection Act

No permit required ☒

Exempt ☐

(Must use erosion and sediment control and not block fish passage.)

PBR ☐

Approved ☐

Tier 1 ☐

Approved ☐

Tier 2 ☐

Approved ☐

Tier 3 ☐

Approved ☐

☒ Army Corps of Engineers (ACOE), Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.

No permit required ☒

Category 1-NR ☐

Approved ☐

Category 2 ☐

Approved ☐

Category 3 ☐

Approved ☐

☒ IN-WATER TIMING RESTRICTIONS: 105 Special Provision ☐ No instream work indicated ☒

Dates instream work is allowed:

☒ Special Provision 656, Erosion Control Plan

* Boxes marked in red indicate items that are attached and need to be placed in the contract by the Project Manager.